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Attorneys for Plaintiff
Tessa Kennedy

UNITED STATES DISTRICT COURT
Southern District of New York

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:
TESSA KENNEDY, : Civil Action No.
: 07 Civ. 7766 (NRB) (KNF)
Plaintiff, :
: **AMENDED ANSWER TO**
-against- : **DEFENDANT'S COUNTERCLAIMS**
: :
KENNETH J. ROBERTS, :
: :
Defendant. :
: :
- - - - - x

Plaintiff Tessa Kennedy, by her attorneys Cooper, Brown & Behrle, P.C., pursuant to F.R.Civ.P. 15(a) amends her Answer and answers defendant's Kenneth J. Roberts counterclaims, as follows:

AS AND FOR AN ANSWER TO THE COUNTERCLAIMS

1. Plaintiff denies knowledge or information sufficient to form a belief as the truth of the allegations of paragraph twenty-eighth.

2. Plaintiff denies the allegations of paragraphs twenty-ninth and thirtieth, except alleges that the mortgage benefitted

defendant Kenneth J. Roberts and that he received monies; and specifically denies plaintiff receive any benefit or money in any of the alleged transactions.

3. Plaintiff denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph thirty-first, except denies the allegations of the paragraph attributing responsibility to her of any kind.

4. Plaintiff denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph thirty-second, except denies that any money due under the mortgage was to be paid by plaintiff.

5. Plaintiff denies each and every allegation of paragraph thirty-third, and particularly denies that she received any money under said mortgage.

6. Plaintiff denies knowledge or information sufficient to form a belief as to the allegations of paragraph thirty-fourth.

7. Plaintiff denies each of the allegations of paragraph thirty-fifth, except alleges that the parties did meet sometime in 2006.

AS AND FOR AN ANSWER TO THE FIRST COUNTERCLAIM CAUSE OF ACTION.

8. Plaintiff denies each and every allegation of

paragraphs thirty-sixth, thirty-seventh and thirty-eighth.

AS AND FOR AN ANSWER TO THE SECOND COUNTERCLAIM CAUSE OF ACTION

9. Plaintiff repeats and realleges each and every response to the counterclaim as alleged in ¶¶ 1 through 7 above.

10. Plaintiff denies each and every allegation of paragraph fourtieth (sic).

AS AND FOR AN ANSWER TO THE THIRD COUNTERCLAIM CAUSE OF ACTION

11. Plaintiff repeats and realleges each and every response to the counterclaim as alleged in ¶¶ 1 through 7 above.

12. Denies denies each and every allegation of paragraph forty-second.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE TO DEFENDANT'S COUNTERCLAIMS

13. The counterclaims fail to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE TO DEFENDANT'S COUNTERCLAIMS

14. The counterclaims are barred by defendant's laches.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE TO DEFENDANT'S COUNTERCLAIMS.

14. The issues underlying the counterclaims are not in writing and are barred by the application of the statute of frauds.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE TO DEFENDANT'S COUNTERCLAIMS.

15. The counterclaims are untimely interposed and are barred by the statute of limitations.

WHEREFORE, Plaintiff respectfully requests dismissal of the First, Second and Third Counterclaims in all respects and judgment on Plaintiff's Amended and Supplemental Complaint as follows:

1. **On the First Cause of Action:** a direction to Roberts to provide for the reassignment of the Mortgage, to file a Satisfaction of that Mortgage, and a declaration quieting Ms. Kennedy's title to the Property and eradicating any and all liens put thereon by defendant;

2. **On the Second cause of Action:** damages of at least \$1,800,000.00, with interest from December 15, 1992;

3. **On the Third Cause of Action:** damages of at least \$1,800,000.00, with interest from December 15, 1992;

4. **On the Fourth Cause of Action:** (a) damages of at least \$1,800,000.00, with interest from December 15, 1992, (b) an order directing Roberts to indemnify Ms. Kennedy from any and all charges imposed by the Bankruptcy Court, and (c) an order directing Roberts to pay for the release of the Mortgage from the estate of the bankrupt Bloomfield Estates LLC, and to file a Mortgage satisfaction of record and any and all documents necessary to clear title to the Property;

4. Punitive damages, attorneys' fees as provided for in N.Y. Debtor & Creditor Law Article 10, §276-a together with the costs of this action, and

5. Such other and further relief as to the Court seems just and proper.

Dated: New York, New York
March 24, 2008

COOPER, BROWN & BEHRLE, P.C.

By: Sandra Gale Behrle
Sandra Gale Behrle (SGB 4652)
Attorneys for Plaintiff

TO:

Scott A. Koltun, Esq.
Frankfort & Koltun
Attorneys for Defendant
2061 Deer Park Avenue
Deer Park, New York 11729

CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of March, 2008, I caused to be mailed a true copy of the within Amended Answer to Defendant's Counterclaims, via first class mail, addressed as follows:

Scott A. Koltun, Esq.
Frankfort & Koltun
Attorneys for Defendant
2061 Deer Park Avenue
Deer Park, New York 11729



Sandra Gale Behrle (4652)